

APPENDIX 10

COMMERCIAL REVENUE REMITTANCES AND SUPPLEMENTAL PAYMENTS

10-A Owner Performance Standards and Deductions

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APPENDIX 10

COMMERCIAL REVENUE REMITTANCES AND SUPPLEMENTAL PAYMENTS

SECTION 1. COMMERCIAL REVENUE

Developer shall remit to the Owner, on a monthly basis not later than the tenth (10th) day of the month (the “remittance month”) immediately following the month during which the corresponding Commercial Revenue shall have been received (the “operating month”), an amount equal to the sum of:

1. The Owner Commercial Revenue for the operating month, less the Owner Performance Deduction Amount for the operating month, provided that any Excess Owner Performance Deduction Amount for the operating month shall not be deducted from the Owner Commercial Revenue for the operating month but shall be added to the Monthly Supplemental Payment for the remittance month in accordance with Section 2.2 of this Appendix 10; and
2. The sum of (a) the Deduction Amount assessed in respect of the operating month and (b) any Excess Deduction Amount for the month immediately preceding the operating month, subject to a maximum aggregate amount equal to the Developer Commercial Revenue amount for the operating month;

together with a statement setting forth in detail the calculations of the Owner Commercial Revenue, the Deduction Amount and any Excess Deduction Amount.

$$MRR_n = (OCR_{n-1} - ODA_{n-1}) + (DA_{n-1} + EDA_{n-2})$$

Where:

MRR(n) = Monthly revenue remittance in month (n)

OCR(n-1) = Owner Commercial Revenue for the operating month (n-1)

ODA(n-1) = Owner Performance Deduction Amount for the operating month (n-1)

DA(n-1) = Deduction Amount for the operating month (n-1)

EDA(n-2) = Excess Deduction Amount for the operating month (n-2)

SECTION 2. SUPPLEMENTAL PAYMENTS

2.1 Maximum Annual Supplemental Payment

MASP_y is the Maximum Annual Supplemental Payment for Fiscal Year (y) indexed according to the following formula:

$$MASP_y = (CP_{2016} \times 1.025^{(y-2016)}) + \left(OMP \times \frac{CPI_y}{CPI_{Base}}\right)$$

Where:

MASP_y = Maximum Annual Supplemental Payment for Fiscal Year (y)

CP₂₀₁₆ = \$14,780,000

OMP = \$9,240,000

CPI_y = Consumer Price Index as of December of the year that is immediately prior to the commencement of Fiscal Year (y) (CPI_y shall apply to all calculations relating to Fiscal Year (y))

CPI_{Base} = Consumer Price Index as of December 2015

2.2 Monthly Supplemental Payments

Subject to the terms of the Agreement, from the Project Substantial Completion Date to the Termination Date, the Owner will make Monthly Supplemental Payments of the MSP_y to Developer.

Monthly Supplemental Payments represent payment of the MSP_y due for each month, as adjusted in accordance with the Agreement:

$$MSP_n = BM_n - ADA_n + EODAn +/- OI$$

Where:

MSP_n = Monthly Supplemental Payment for Month (n-1), which shall not be less than zero (provided that any remaining deductions pursuant to Section 2.3 of this Appendix 10 shall be deducted from the Monthly Supplemental Payment in the immediately subsequent month)

BM_n = Base Monthly Supplemental Payment amount for Month (n):

$$BM_n = \frac{MASP_y}{12} \times F$$

F = Supplemental Payment Step Up Factor which shall be calculated as follows:

$$F = dr_n / dm_n$$

Where:

$$dr_n =$$

- (1) Total number of days in Month (n); or
- (2) If Project Substantial Completion occurs part way through a Month, the number of days remaining in Month (n) as at the Project Substantial Completion Date; or
- (3) If the Termination Date does not occur on the last day of a Month, the number of days from the beginning of the Month up to and including the Termination Date.

$$dm_n = \text{Total number of days in Month (n)}$$

$$ADA_n = \text{Adjusted Deduction Amount for Month (n)}$$

$$EODA(n) = \text{Excess Owner Deduction Amount for Month (n)}$$

OI = Any adjustments pursuant to Section 2.3 of this Appendix 10 (including any deduction pursuant to such section that is rolled over from an immediately preceding month so that the MSP in the immediately preceding month is not less than zero) and any amounts payable by the Owner to Developer pursuant to Section 18.1.2.12.4 of the Agreement.

The foregoing shall not limit Developer's responsibility to correctly calculate the Deductions due in any Month and to apply them to the Monthly Supplemental Payment invoice.

2.3 Failure to Properly Report and Record Performance Failures

In the event Developer fails to report or describe the occurrence of, or to accurately describe the extent of, any Performance Failure, the Owner will retroactively recalculate the applicable deductions for the relevant period, and the difference between the originally calculated deductions and the recalculated deductions will be included under "Other items" in the calculation of the next Monthly Supplemental Payment. Such failure by Developer shall also trigger the assessment of Noncompliance Points, as set forth in the Agreement.

SECTION 3. PERFORMANCE DEDUCTIONS

Performance Deductions shall be made first from (a) the Developer Concessions Revenue in accordance with Section 1 of this Appendix 10, and second from the Monthly Supplemental Payments in accordance with Section 2 of this Appendix 10,

provided that no Performance Deductions shall be made with respect to a month until the aggregate amount of such deductions equals or exceeds \$50,000 for such month, after which the full amount of such deductions shall be assessed.

Total Performance Deductions for a month (n) of Fiscal Year (y) shall be calculated as follows:

$$PD_{n,y} = (DM_y)(\sum PFNCP_{ny}) + (RR)(\sum RPFNCP_{ny})$$

Where:

$PD_{n,y}$ = The aggregate of the Performance Deductions for month (n) of Fiscal Year (y)

$DM_y = \$2000 \times CPI_y / CPI_{Base}$

CPI_y = Consumer Price Index as of December of the year that is immediately prior to the commencement of Fiscal Year (y) (CPI_y shall apply to all calculations relating to Fiscal Year (y))

CPI_{Base} = Consumer Price Index as of January 1, 2017

$PFNCP_{ny}$ = The aggregate number of Noncompliance Points that the Owner is entitled to assess (whether or not actually assessed) with respect to Performance Failures in the month (n) of Fiscal Year (y)

RR = Repeat Failure Ratchet, equal to 0.5 when Section 4.1 of this Appendix 10 applies, and equal to zero (0) when Section 4.1 of this Appendix 10 does not apply

$RPFNCP_{ny}$ = The aggregate number of Noncompliance Points assessed with respect to Performance Failures in the month (n) of Fiscal Year (y) to which Section 4.1 of this Appendix 10 applies

SECTION 4. DEDUCTION RATCHETS, REDUCTIONS AND TEMPORARY RELIEF FROM DEDUCTIONS

4.1 Repeat Failure Ratchet – Performance Failures

Where three (3) or more Performance Failures occur with respect to the same Performance Standard in any rolling period of twenty (20) days, then a Repeat Failure Ratchet shall be applied in accordance with Section 3 of this Appendix 10 to the third and every subsequent time that Noncompliance Points are assessed for each Performance Failure related to the same Performance Standard in such twenty (20)-day period.

There shall be no Cure Period (where applicable) for a Performance Failure which occurs within three (3) days of the rectification of a Performance Failure in respect of the same Performance Standard caused by a re-occurrence of the same failure event.

4.2 Temporary Relief from Performance Deductions

If a Performance Failure occurs and is of such a nature that a Permanent Cure cannot reasonably be expected to be effected within the applicable Permanent Cure Period despite Developer's best efforts to effect such cure in accordance with Good Industry Practice:

- (a) Developer shall provide prompt written notice to the Owner, setting forth: (i) a detailed description of the relevant Performance Failure, as applicable; (ii) a detailed explanation of why a Permanent Cure cannot reasonably be expected to be effected within the applicable Permanent Cure Period; (iii) the measures that Developer is taking, and proposes to take, to effect a Temporary Cure (if not already effected) and Permanent Cure as quickly as reasonably practicable; and (iv) any additional time period requested by Developer within which to effect a Permanent Cure for such Performance Failure, as applicable; and
- (b) The Owner may, in its reasonable discretion, approve in writing relief from assessment of Performance Deductions, as applicable, for a specified number of Recurrence Periods following expiry of the applicable Permanent Cure Period, provided that Developer is continuing to use its best and diligent efforts in accordance with Good Industry Practice to effect the relevant Temporary Cure (if not yet effected by the end of the applicable Permanent Cure Period) and Permanent Cure.

APPENDIX 10-A

OWNER PERFORMANCE STANDARDS AND DEDUCTIONS

ELEMENT CATEGORY, DESCRIPTION, AND PERFORMANCE OBLIGATIONS(*)		MEASUREMENT Type of Measurement	CURE PERIODS, POINTS AND INTERVAL OF RECURRENCE			
Ref	Element Category		Performance Obligation	Temporary Cure Period (TC) / Permanent Cure Period (PC)	Deduction (\$) / Cure Period/Recurrence Period expired without cure	Recurrence Period
1	AGTS Signage / Information)	System availability: minimum annually 98% / minimum monthly 95% (Up time defined as signage and screens available and showing the right AGTS system information to the passengers in terms of frequency, next train arriving and time to the each concourse and operating in accordance to the Construction Documents)	AGTS Control System or STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$10,000	Not applicable
2	FIDS	System availability: minimum annually 99% / minimum monthly 98% (Up time defined as signage and screens available and showing the right flight information to the passengers concourse and operating in accordance to the Construction Documents)	FIDS Control System or STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$10,000	Not applicable
3	Conveyances	System availability: minimum annually 99% / minimum monthly 98% (Up time defined as assets operating in accordance to the Construction Documents) Applied to <ul style="list-style-type: none"> Airside Plaza vertical circulation (elevators and escalators) between Level 6 and Level 5 Airside Plaza vertical circulation (elevators and escalators) between Level 5 and 4 	STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$8,000	Not applicable
4	Iconic Elements	System availability: minimum annually 95% / minimum monthly 90% (Up time defined as assets operating in accordance to the Construction Documents) <ol style="list-style-type: none"> Media escalator Media wall Overhead cloud show Interactive water feature Interactive kids area Iconic sphere and interactive floor 	STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$6,000	Not applicable

ELEMENT CATEGORY, DESCRIPTION, AND PERFORMANCE OBLIGATIONS(*)		MEASUREMENT	CURE PERIODS, POINTS AND INTERVAL OF RECURRENCE			
Ref	Element Category		Performance Obligation	Type of Measurement	Temporary Cure Period (TC) / Permanent Cure Period (PC)	Deduction (\$) / Cure Period/Recurrence Period expired without cure
5	Electrical system	From the transformer to the demarcation point, system availability: minimum annually 99% / minimum monthly 98%. (Up-time is defined as the time assets operate in accordance with the Construction Documents).	STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$8,000	Not applicable
6	Natural Gas System	All gas infrastructure from Service Gas Line tap to demarcation point is available as per Construction Documents with no leaks	STOP	TC (switch off system to make safe: 1 HOUR PC: Evaluate event based on Table III.4 of Appendix 14 of the Technical Requirements to determine criticality of response	\$10,000	TC: 1hr CP: No Recurrence Period
7	Plumbing System	Plumbing system from main lines to demarcation point, systems availability: minimum annually 99% / minimum monthly 98%. (Up-time defined as assets properly sealed, free of odor associated with non-functioning plumbing and sewage systems, free of blockages and functioning as per the Construction Documents)	STOP Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$8,000	Not applicable
8	HVAC	From Central Utility Plant to demarcation point, system availability: minimum annually 97% / minimum monthly 95% (Up time is defined as assets operating without any obstruction and in accordance with the Construction Documents).	BMS System/ Availability = (Total up time) / (Total operation time – Planned shutdown time)	No cure period	\$6,000	Not applicable
9	Restrooms	Landside Plaza and International Meeters and Greeters restrooms have no less than 90% of the sinks, urinals, toilet cubicle doors, stalls and lavatory are available for use and function in accordance with the design at the time of the monthly inspection.	STOP/Inspection	TC: 4 HOURS (where applicable closure constitutes temporary cure) PC: 24 HOURS Note: no individual items rated as high in Table III.4 will be out of service for more than 5 days.	\$6,000	48 hours
10	Network	Wireless. Wired local area network (LAN) and telephone systems availability: minimum annually 97% / minimum monthly 95% Obtain a monthly average in the scores of the joint audits higher than 3.5 for the following Areas:	STOP	No cure period	\$8,000	Not applicable
11	Cleaning, finishes and custodial services	<ul style="list-style-type: none"> Landside Plaza and International Meeters and Greeters Restrooms Level 6 zones adjacent to commercial units i.e. the corridor between the central pods and the bridge that connects west and east The international meters and greeters plaza area out of the O&M limits and the corridors towards baggage claim The corridors form the landside plaza to the baggage claim 	Joint inspections with the owner can be requested at the reasonable discretion of the Developer. The inspection is composed of questions with scores from 1 "low performance" to 5 "high performance" covering the Key aspects of the service. The checklist is included in Chapter 16 of the Initial O&M Services Plan. The questionnaire can be modified by mutual agreement in each new version of the O&M Plan.	No Cure Period	\$4,000	Not Applicable

* All performance measurements exclude procurement of long lead items, permitting processes and extraordinary circumstances agreed between the Owner and Developer.

APPENDIX 10-B

OWNER PERFORMANCE DEDUCTIONS, NOTIFICATION AND REPORTING PROCEDURES

1. Owner Performance Deductions

The Owner Performance Deduction Amount shall be deducted from the Owner Commercial Revenue on a monthly basis in accordance with Section 1 of Appendix 10 of the Agreement, and any Excess Owner Deduction Amount shall be added to the Monthly Supplemental Payment in accordance with Section 2.2 of Appendix 10 of the Agreement, provided in any event that no Owner Performance Deductions shall be made with respect to a month until the aggregate amount of such deductions equals or exceeds \$50,000 for such month, after which the full amount of such deductions shall be assessed.

The provisions of Section 4.2 of Appendix 10 of the Agreement shall apply, *mutatis mutandis*, to any Owner Performance Failure.

2. Notice of Owner Performance Failure

If either Party becomes aware of an Owner Performance Failure, the Party shall promptly (and in any event not later than 8 hours after the Party becomes so aware) notify the other Party in writing with respect to such Owner Performance Failure, including the following information:

- (a) Details of the Owner Performance Failure that has occurred;
- (b) Details of the relevant failure including, where applicable, the relevant Cure Period believed to be applicable to the relevant Owner Performance Failure; and
- (c) The reasons, to the extent known, why the Owner Performance Failure has occurred.

The Logged Failure Time in relation to any Owner Performance Failure shall be the time at which the relevant Owner Performance Failure is notified in writing to the other Party.

3. Responding to Notice of Owner Performance Failure

For so long as the Owner Performance Failure remains uncured, the Owner shall provide to Developer, when requested, a daily update on the progress made in curing such Owner Performance Failure, together with any revised estimate as to when such Owner Performance Failure will be made safe, temporarily cured and permanently cured.

4. Commencement and Duration of Owner Performance Failure

With respect to any Owner Performance Failure, subject to Section 1 of this Appendix 10-B:

- (a) If the Owner Performance Failure that has been duly notified to the other Party in writing has been Temporarily Cured or Permanently Cured by the end of the Temporary Cure Period and Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that no Owner Performance Failure occurred on that occasion for the purpose of calculating Owner Performance Deductions.
- (b) If the Owner Performance Failure that has been duly notified to the other Party in writing has not been either Permanently Cured or Temporarily Cured by the end of the Temporary Cure Period but has been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the Owner Performance Failure occurred from the Logged Failure Time for the duration of the Temporary Cure Period and an Owner Performance Deduction shall be made in respect thereof.
- (c) If the Owner Performance Failure that has been duly notified to the other Party in writing has been Temporarily Cured by the end of the Temporary Cure Period but has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the Owner Performance Failure occurred from the end of the Temporary Cure Period and an Owner Performance Deduction shall be made in respect of the Permanent Cure Period and each Recurrence Period up to and including the Recurrence Period in which the Owner Performance Standard is Permanently Cured.
- (d) If the Owner Performance Failure that has been duly notified to the other Party in writing for has not been Temporarily Cured by the end of the Temporary Cure Period and has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that Owner Performance Failure occurred from the Logged Failure Time and an Owner Performance Deduction shall be made in respect of each of the Temporary Cure Period, the Permanent Cure Period, and each Recurrence Period up to and including the Recurrence Period encompassing the Logged Permanent Cure Time.

5. Cessation of a Noncompliance

The Owner shall notify Developer in writing of details relating to the Temporary Cure time or Permanent Cure time by the end of the calendar day when any Owner Performance Failure has been Temporarily Cured or Permanently Cured. The times advised will constitute the Logged Temporary Cure Time or the Logged Permanent Cure Time respectively in relation to such Owner Performance Failure. The Owner's

decision will prevail for the purposes of determining whether the relevant Owner Performance Failure has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.

6. Written Notices

All notices required to be provided in writing under this Appendix 10-A shall be deemed to have been provided in writing if provided by email.